



Commonwealth of Massachusetts State Ethics Commission

One Ashburton Place, Room 619, Boston, MA, 02108
phone: 617-727-0060, fax: 617-723-5851



SUFFOLK, ss.

**COMMISSION ADJUDICATORY
DOCKET NO. 656**

**IN THE MATTER
OF
OMER H. RECORE, JR.**

DISPOSITION AGREEMENT

This Disposition Agreement is entered into between the State Ethics Commission and Omer H. Recore, Jr. pursuant to Section 5 of the Commission's Enforcement Procedures. This Agreement constitutes a consented-to final order enforceable in Superior Court, pursuant to G.L. c. 268B, §4(j).

On September 12, 2001, the Commission initiated, pursuant to G.L. c. 268B, §4(a), a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, by Recore. The Commission has concluded its inquiry and, on December 19, 2001, found reasonable cause to believe that Recore violated G.L. c. 268A, §§19 and 23(b)(3).

The Commission and Recore now agree to the following findings of fact and conclusions of law:

1. Recore has been a member of the Milford police force for 28 years. He was promoted to sergeant in 1986.
2. On the morning of December 5, 2000, Recore's wife, Elaine Recore, was involved in a motor vehicle accident at the intersection of Haven Street and Purchase Street in Milford. She and the other driver exchanged information. After the accident, Elaine Recore contacted her insurer, who advised that she have a police report prepared.
3. The afternoon of December 5, 2000, Elaine Recore told her husband that she had been in an accident, and that the insurance company had advised her to have a police report prepared. When each driver involved in the accident realized that they did not have enough information to complete their accident report, each contacted the other. Sergeant Recore told both operators that he would assist them in getting the information they needed, prepare the police report, and supply each of them with a copy.
4. On December 6, 2000, Sergeant Recore prepared an official police report for the accident involving his wife. The description of the accident in Sergeant Recore's report, based on information from his wife and the other operator, contains mitigating factors concerning the degree of Ms. Recore's fault for the accident. The report notes (i) that traffic was heavy, (ii) that his wife's view was obscured by a school bus, (iii) that his wife checked left and checked right before attempting to execute the turn onto Purchase Street, (iv) that a car (which was not involved in the collision) was approaching from the south at a high rate of speed, and (v) that it

was believed that neither his wife nor the driver of the other car involved in the accident was speeding.

5. Sergeant Recore wrote the report based on the account of the accident he had received from his wife and the other operator on December 5, 2000. Sergeant Recore nowhere in the report indicates his relation to Elaine Recore.

6. On December 11, 2000, Sergeant Recore amended the report to include the estimates of the cost of repairs to both vehicles. At the suggestion of a superior officer, Sergeant Recore also noted in the report that it was prepared the day after the accident. That superior officer told Sergeant Recore that preparing accident reports for accidents involving family members was "probably not a suggested practice."

7. Elaine Recore's insurer determined that she was at fault for the accident, and assessed a surcharge, to be in effect for six years, totaling approximately \$1,350 over those six years. Elaine Recore has appealed the finding of fault to the Division of Insurance, where her appeal is pending.

8. The Milford Police Department in 2002 assigned another officer to investigate Ms. Recore's accident, and to file a report with the Registry of Motor Vehicles superseding Sergeant Recore's report. The text of that report corroborates in all material respects the report prepared by Sergeant Recore.

9. Section 19 of G.L. c. 268A prohibits municipal employees from participating personally and substantially in their official capacity in particular matters in which, to their knowledge, they or their immediate family members have a financial interest.

10. Recore was and is a municipal employee, as that term is defined in G.L. c. 268A, §1.

11. Elaine Recore is a member of Recore's immediate family, as that term is defined in G.L. c. 268A, §1.

12. The preparation of a police report regarding a motor vehicle accident for submission to the Registry of Motor Vehicles is a particular matter.

13. Sergeant Recore participated personally and substantially in that particular matter by drafting the initial official police report.

14. Elaine Recore had a financial interest in the preparation of the police report. The preparation of the report was required by her insurer in order to process her claim. Moreover, but for the pending submission of a new report by the Milford police department, the report would likely have been introduced into evidence in Ms. Recore's appeal of the surcharge approximating \$1,350 levied by her insurer. Ms. Recore has a financial interest in the outcome of that appeal.

15. Recore knew of these financial interests when he prepared the original and amended police reports.

16. Therefore, by drafting the police report regarding his wife's automobile accident, Recore participated personally and substantially in a particular matter in which, to his knowledge, his wife had a financial interest, thereby violating §19.

In view of the foregoing violations of G.L. c. 268A by Recore, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Recore:

- (1) that Recore pay to the Commission the sum of \$1,000 as a civil penalty for violating G.L. c. 268A, §19; and
- (2) that Recore waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party.

DATE: February 20, 2002